



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

February 16, 2021

5:00 P.M.

**HOUSTON COUNTY COMMISSIONERS MEETING**  
**Warner Robins, Georgia**  
**February 16, 2021**  
**5:00 P.M.**

**Call to Order**

**Turn Off Cell Phones**

**Invocation & Pledge of Allegiance** – Commissioner Robinson

**Recognition of HCSO Deputy Mattox, Deputy Smith, and Sgt. Noler**

**Approval of Minutes from February 2, 2021**

**New Business:**

1. City of Perry Annexation Request (N&D Development / Hill Road) – Commissioner Perdue
2. Intergovernmental Agreements (City of Warner Robins & Board of Education / Elections) – Commissioner Perdue
3. Abandonment of Easement Request (Wellston Associates / 400 Perry Parkway) – Commissioner Perdue
4. OPEB Valuation Services (Cavanaugh Macdonald Consulting) – Commissioner Robinson
5. Independent Contractor Agreement (Medical Examiner) – Commissioner Robinson
6. Houston Lake Dam Request (Time Extension) – Commissioner Robinson
7. Approval of Water System Maintenance Project (Sandefur Road Pump) – Commissioner Byrd
8. Approval of Bid (Bear Branch Road Water Improvements) – Commissioner Byrd
9. Memorandum of Agreement (Joint 2021 LMIG) – Commissioner Byrd
10. Underground Right of Way Easement (Flint EMC / Govt. Building) – Commissioner Walker
11. Board Appointments (Hospital Authority) – Commissioner Walker
12. Approval of Bills – Commissioner Walker

**Public Comments**

**Commissioner Comments**

**Motion for Adjournment**

Natarav Patel, representing N&D Development LLC, has requested annexation into the City of Perry for a 5.96-acre portion of property (Tax Parcel 000580 034000 totaling 7.12-acres) located at 111 Hill Road. The property is currently zoned County R-AG and the proposed zoning upon annexation is Perry R-2A (Single Family Residential). Initially the applicant had requested a zoning upon annexation of Perry R-3 (Multi-Family Residential) but has since revised the application to R-2A. The remaining 1.16-acres of the existing parcel will remain in the County to provide connection to the County parcel at 115 Hill Road. The property is contiguous to the Perry city limits and this will not create an unincorporated island.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- concur
- non-concur
- table

with a City of Perry annexation request for a 5.96-acre portion of the property at 111 Hill Road, Tax Parcel 000580 034000, further described as:

**All that parcel of land situate, lying and being in Land Lot 189 of the Thirteenth Land District of Houston County, Georgia, and being known and designated as Parcel 12 containing 7.119 acres as shown on a plat of survey prepared by Lee R. Jones, Registered Land Surveyor Number 2680, dated February 16, 1999, and recorded in Map Book 53, Page 193, Clerk's Office, Houston Superior Court.**



Where Georgia comes together.

Department of Community Development

Received

JAN 19 2021

Houston County Commissioners

Warner Robins, GA

January 14, 2021

Houston County Board of Commissioners  
200 Carl Vinson Parkway  
Warner Robins, Georgia 31088

CERTIFIED MAIL

Dear Commissioners,

Please be advised the City of Perry, Georgia, has received a REVISED application requesting annexation into the City of Perry of a 5.96 acre portion of the property listed below:

Property is located at 111 Hill Road

Parcel (HC 000580 034000) 5.96 acres

Legal description as attached labeled Exhibit A

Current zoning for the property within Houston County is R-AG. The request is for annexation and rezoning into the City of Perry for R-2A, Single Family Residential. The property is currently undeveloped and is proposed for a single family residential subdivision.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, March 2, 2021 at the Perry Arts Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director  
Community Development

Enclosures



Where Georgia comes together.

Application # Annex-188-  
2020

### Application for Annexation

Contact Community Development (478) 988-2720

#### Applicant/Owner Information

\*Indicates Required Field

	Applicant	Property Owner
*Name	N&D Development LLC	N&D Development LLC
*Title	President	Natavar Patel
*Address	104 Madison North Drive Macon, GA 31220	104 Madison North Drive Macon, GA 31220
*Phone	478-972-8288	478-972-8288
*Email	natavarpatel@yahoo.com	natavarpatel@yahoo.com

#### Property Information

*Street Address or Location	111 Hill Road
*Tax Map #(s)	000580 034000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

#### Request

*Current County Zoning District	RAG	*Proposed City Zoning District	R2a
*Please describe the existing and proposed use of the property Existing land is sparsely wooded and mostly grassland. An approximately 1.16 acre residential parcel adjacent Hill Road will be broken out of the 7.12 acre property. The 1.16 acre parcel will remain within Houston County, the remainder (5.96 acres) of the property is to be zoned R2a and joined to a 25 acre parcel to the south for use as a residential subdivision.			

#### Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
  - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
  - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
  - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes \_\_\_ No \_\_\_  
If yes, please complete and submit the attached Disclosure Form.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

9. Signatures:

*Applicant	*Date
*Property Owner/Authorized Agent	*Date

Standards for Granting a Zoning Classification

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 7/17/20

For Office Use (receipt code 204.1)

Date received	Fee paid	Date deemed complete	Public Notice Sign	Legal Ad	County Notification
Notice to Applicant	Routed to PC	Date of PC	Date of Public Hearing	Date of Council action	Notice of action

January 12, 2021

Mr. Bryan Wood  
Community Development Director  
City of Perry  
741 Main Street  
Perry, Ga 31069  
478-988-2720  
[bryan.wood@perry-ga.gov](mailto:bryan.wood@perry-ga.gov)

**Subject: Application for Annexation  
111 Hill Road  
000580 034000**

Dear Mr. Wood,

Please see attached application and conceptual plan for annexation for ±5.96 acres located at 111 Hill Road. Below is the Standards for Granting a Zoning Classification (Page 2 of application).

1. There are no covenants or restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district.
2. The property is bounded by RAG Houston County and R1 City of Perry zoned property. Only on the south side does the property abut a lot without an existing home.
3. The surrounding lots except the adjacent southern 25 acre parcel are developed home lots.
4. The Comprehensive Plan designates the area for residential use.
5. ±5.96 acres of the property is planned to be combined with a larger parcel adjacent to the south side. The property would be served by an existing sanitary sewer pump station (Chinaberry pump station) to the southeast of the property. This planned development is within one mile of the new Tucker Road water plant.
6. The property has sat dormant since before it was sold in 1999 and was subsequently sold again in 2006. It is of public benefit to develop the property for its intended residential use.

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any question or concerns.

Thank you,

Russell Wheeler, P.E.  
Project Manager  
Triple Point Engineering.





Doc ID: 008427310001 Type: GLR  
Filed: 08/04/2006 at 02:27:40 PM  
Fee Amt: \$94.00 Page 1 of 1  
Transfer Tax: \$24.00  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk

2006070637

BK 3946 PG 89

Return To: # 11502  
ROBERT ABNEY FRICKS  
239-B SMITHVILLE CHURCH RD  
WARNER ROBINS, GA 31088

STATE OF GEORGIA  
COUNTY OF HOUSTON

### Warranty Deed

THIS INDENTURE, made and entered into this 21st day of July, 2006, by and between DEBORAH M. LYNN, of Houston County, State of Georgia, as party or parties of the first part, hereinafter referred to as "Grantor" and N&D DEVELOPMENT, LLC, of Houston County, State of Georgia as party or parties of the second part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee the hereinafter described property, to wit:

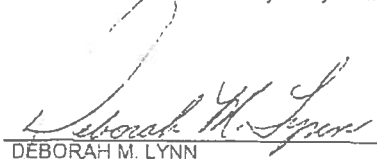
**All that tract or parcel of land situate, lying and being in Land Lot 189 of the Thirteenth Land District of Houston County, Georgia, and being known and designated as Parcel 12 containing 7.119 acres as shown on a plat of survey prepared by Lee R. Jones, Registered Land Surveyor Number 2680, dated February 16, 1999 and recorded in Map Book 53, Page 193, Clerk's Office, Houston Superior Court.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

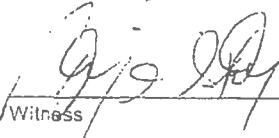
AND THE SAID GRANTOR will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.


IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

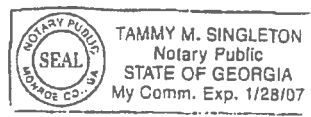
Signed, Sealed and Delivered in the presence of:

  
DEBORAH M. LYNN  
GRANTOR

\_\_\_\_\_  
GRANTOR

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
TAMMY M. SINGLETON  
NOTARY PUBLIC





Overview



Legend

-  Parcels
-  Roads

<b>Parcel ID</b>	000580 034000	<b>Owner</b>	N&D DEVELOPMENT LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Residential		104 MADISON NORTH DRIVE	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	County		MACON, GA 31220	7/21/2006	\$84000	04	U
<b>Acres</b>	7.12	<b>Physical Address</b>	111 HILL RD	2/22/1999	\$27900	LM	Q
		<b>Assessed Value</b>	Value \$62000				
		<b>Land Value</b>	Value \$62000				
		<b>Improvement Value</b>					
		<b>Accessory Value</b>					

(Note: Not to be used on legal documents)

Date created: 2/11/2021  
 Last Data Uploaded: 2/11/2021 6:02:28 AM

Developed by  **Schneider**  
 GEOSPATIAL

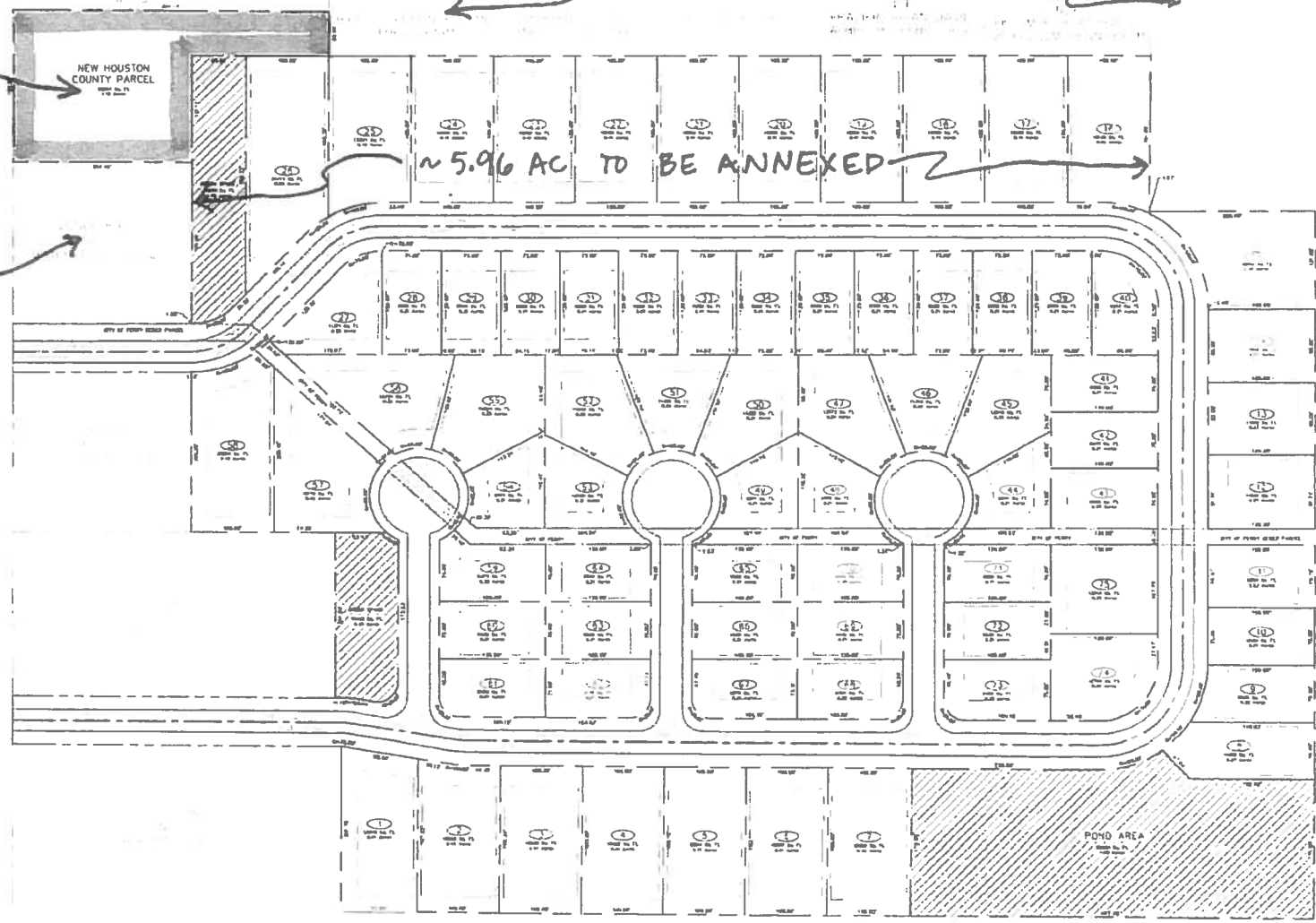


~ 1.16 AC PORTION OF PARCEL  
TO REMAIN A COUNTY PARCEL

COUNTY PARCELS

~ 5.96 AC TO BE ANNEXED

COUNTY PARCEL



TRIPLE POINT



Know what's below.  
Call before you dig.

PLANNING & DEVELOPMENT  
1000 W. MAIN ST., SUITE 100  
PEOPLES CROSSING, TX 77365  
713.261.1000

C1.0

# ANNEXATION

## REVISION 2.0

Please have this page with any comments and concerns back to Barry Holland by 2/10/2021 to be put on the 2/16/2021 agenda. Property known as 111 Hill Road tax parcel 000580 034000.

COMMENTS *The property is contiguous to the Perry city limits. This annexation does not create an unincorporated island.*

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CONCERNS *Preserve any County utilities.*

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Name	Signature
Tim Andrews / Building Inspection	<hr/>
Robbie Dunbar / Public Works	<hr/>
Debra Presswood / Board of Elections	<hr/>
Tom Hall / County Attorney	
Alan Smith / Animal Control	<hr/>
Sheriff Talton / Sheriff's Office	<hr/>
Chief Stoner / Fire -HEMA	<hr/>
Capt. Ricky Harlowe / E911 (Mikki Quinones)	<hr/>
James Moore / Tax Assessors	<hr/>




**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
(478) 987-4280 • Fax (478) 988-8007


Annexation

Please review, sign and return to Jordan Kelley

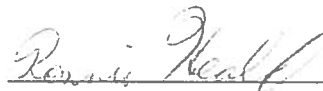
Robbie Dunbar

  
\_\_\_\_\_

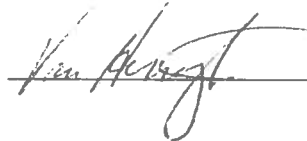
Terry Dietsch

  
\_\_\_\_\_

Ronnie Heald

 where is the concept?  
\_\_\_\_\_


Van Herrington

  
\_\_\_\_\_


Brian Jones

 Annexing & Rezone R-AG to R-2A  
\_\_\_\_\_

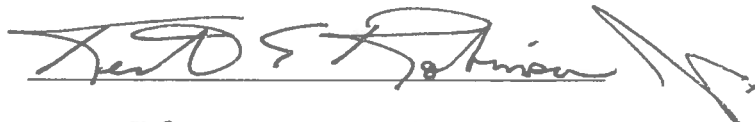
Allen Mason

  
\_\_\_\_\_

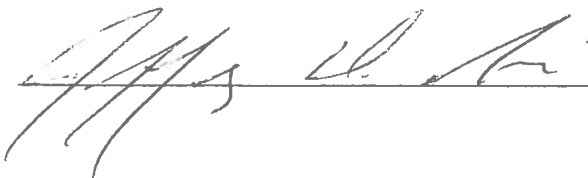
Travis McLendon

  
\_\_\_\_\_

Ken Robinson

  
\_\_\_\_\_

Jeff Smith

  
\_\_\_\_\_

The City of Warner Robins has requested that the Houston County Board of Elections conduct future elections on their behalf. The County has conducted elections for the City of Perry for many years and is willing to do so for each entity if asked. This Intergovernmental Agreement will cover the entire 2021 election year. The City has a March 16<sup>th</sup> special election to fill their vacant council seat. In addition, the Board of Education has their E-SPLOST referendum scheduled for the same date and the same agreement would be executed with them.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing the Intergovernmental Agreement for Conduct of the City of Warner Robins Elections and the Intergovernmental Agreement for Conduct of the Board of Education Elections for the 2021 election year expiring on December 31, 2021.**

STATE OF GEORGIA  
COUNTY OF HOUSTON

INTERGOVERNMENTAL AGREEMENT  
FOR CONDUCT OF CITY OF WARNER ROBINS ELECTIONS

FOR GOOD AND VALUABLE CONSIDERATIONS, the CITY OF WARNER ROBINS, GEORGIA (municipal governing authority), herein after called “the City”, the HOUSTON COUNTY BOARD OF COMMISSIONERS (county governing authority), herein after called “the County”, and the HOUSTON COUNTY BOARD OF ELECTIONS, herein after called “Board of Elections” agree as follows:

1.

In accordance with O.C.G.A. 21-2-45(c), The City hereby requests the County as governing authority of the county and the Board of Elections to conduct any and all municipal elections held for or in the City of Warner Robins. The Board of Elections shall perform all duties as election superintendent, with exceptions noted. The City agrees to furnish to the Board of Elections in a timely manner, any and all documents necessary for the Board of Elections to conduct said elections. The City in accordance with O.C.G.A 21-2-224(e) shall be responsible for reviewing and certifying the city voter’s list and notifying the Board of Elections of any coding errors in city districts or challenge(s) to voter’s qualifications. The City Attorney shall be legal counsel to the Board of Elections concerning municipal election matters, the cost shall be paid by the City.

2.

The Parties agree that the elections shall be conducted in accordance with provisions of the Constitution of Georgia, the Georgia Election Code, Rules of the State Election Board and City Charter, together with any future amendments.

3.

According to O.C.G.A. 21-2-70.1 and 21-2-380.1 the City of Warner Robins hereby appoints Houston County Board of Elections as Election Superintendent and absentee ballot clerk for the City’s municipal elections hereinafter, “City Elections Superintendent”. As such, all early voting will be conducted at Board of Elections, 801 Main Street, Perry, Georgia, and satellite locations, Houston Health Pavilion Conference Center and the Sonny Watson Health Sciences Building at Central Georgia Technical College.



4.

In accordance with O.C.G.A. 21-2-131 (1)(A), the City shall be responsible for fixing and publishing notice of the election and the qualifying fees for each office before February 1 of each year in which a municipal election is held and at least 35 days prior to any special election.

5.

The City Election Superintendent appoints Michele Riley as Qualifying Officer and she shall be responsible for qualifying, accepting Notice of Candidacy and Affidavit along with qualifying fees. Qualifying will be conducted at Warner Robins City Hall. Qualifying was conducted by the City between 8:30 A.M. on Wednesday, January 6, 2021 and 4:30 P.M. on Friday, January 8, 2021. Qualifying fees collected shall be the property of the City. In the event of a challenge to a candidate's qualifications the City Elections Superintendent and the Qualifying Office in conjunction with counsel from the City Attorney, shall hear such challenge. In the event a lawsuit is filed, the City Attorney shall provide counsel and legal representation to the Board and its employees. The cost of such shall be paid by the City.

6.

The City Qualifying Officer pursuant to the Georgia Government Transparency and Campaign Finance Act of 2010, shall be responsible for notifying the Georgia Government Transparency and Campaign Finance Commission of qualified candidates and information so requested about such candidates. The City Clerk or Chief Executive Officer shall be responsible for performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all reports filed by the candidates/officials or committees in conjunction with any City Election. In the event of changes to the Act this contract may be amended.

7.

If required in the future, the City shall be responsible for submissions to the U.S. Department of Justice regarding changes in the election process including, but not limited to, redrawing of council district lines and changes in voting equipment. The Board of Elections shall be responsible for submissions to the U.S. Department of Justice regarding changes in voting location(s). The current voting locations as currently set by the City. The City shall make said location available as necessary. The City shall be responsible for costs associated with the mailing of new voter ID cards notifying voters of their new council district and/or voting location (if applicable), O.C.G.A. 21-2-226 (e)(g).

8.

The Board of Elections shall be responsible for providing election materials, securing of poll workers, contract workers and temporary workers as needed to facilitate the early voting, absentee voting and election process. The Board of Elections shall also be responsible for the logic and accuracy testing on the voting equipment to be used.

The City will be responsible for and shall pay all invoices and expenses directly which are incurred in the conduct of the election including, but not limited to, the cost of advertising, poll workers, poll worker training, contract/temporary labor for Logic and Accuracy (L&A) of Ballot Marking Device (BMD) and Poll Pads units, contract/temporary labor for early in person voting, mail absentee ballots, transportation of BMD units, Scanner Units, UPS units to and from polling location, programming, technical, and site support. In addition, the City shall reimburse to the County wages of full and part-time staff (not to exceed one week + Election Day), the City shall pay .075 cents per active voter to be divided equally between full-time employees directly to the staff, to include the Registration/Election Supervisor, for overtime and travel, for the time spent in the preparation for and conduct of each election. All invoices and expenses will be forwarded directly to the City for payment.

The City shall also be responsible for cost incurred for required training according to O.C.G.A. 21-2-100 (a)(d).

In accordance with O.C.G.A. 21-2-285, in the event no election is held the City will pay only those costs associated up to the notice of election cancellation running in the legal organ of the county and certification to the Elections Division of the office of The Secretary of State.

9.

In accordance with O.C.G.A. 21-2-300(e) the City wishes to contract with the County and Board of Elections for the use of voting equipment, worker cards, technician keys. Once equipment passes Logic and Accuracy testing, any cost of repairs and shipping becomes the expense of the City.

10.

After the close of the polls memory Cards and election supplies are to be transported to the Board of Elections office located in the Houston County Government Building, 801 Main Street, Perry. Votes will be tabulated and absentee ballots counted and entered into the Election Management server for accumulation. The server shall remain located at the Board of Elections office. Consolidation and certification of the election will take place at the Board of Elections office. A copy of the certification and election results will be forwarded to the City Clerk. The Board of Elections will also be responsible for the forwarding of documents and certification to the Elections division of the Office of the Secretary of State.

11.

The City agrees to cooperate with the County and the Board of Elections, their agents and employees regarding any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) as related to the holding of the City's elections.

12.

The contract terms will cover the 2021 election year only expiring on December 31, 2021.

In WITNESS WHEREOF, the City, the County and Board of Elections hereunto agree:

CITY OF WARNER ROBINS, GEORGIA

By: \_\_\_\_\_  
Randy Toms, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Mandy Stella, City Clerk

Date: \_\_\_\_\_

HOUSTON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Tommy Stalnaker, Chairman

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Barry Holland, Director of Administration

Date: \_\_\_\_\_

HOUSTON COUNTY BOARD OF ELECTIONS

By: \_\_\_\_\_  
John Applegate, Chairman

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Debra Presswood,  
Registration/Election Supervisor

Date: \_\_\_\_\_

STATE OF GEORGIA  
COUNTY OF HOUSTON

INTERGOVERNMENTAL AGREEMENT  
FOR CONDUCT OF HOUSTON COUNTY  
SCHOOL DISTRICT ELECTIONS

FOR GOOD AND VALUABLE CONSIDERATIONS, the Houston County School District, by and through its Houston County Board of Education (the "District"), the HOUSTON COUNTY BOARD OF COMMISSIONERS (the "County"), and the HOUSTON COUNTY BOARD OF ELECTIONS (the "Board of Elections") agree as follows:

1.

In accordance with O.C.G.A. 21-2-45(c), The District hereby requests the County as governing authority of the county and the Board of Elections to conduct any and all District elections. The Board of Elections shall perform all duties as election superintendent, with exceptions noted. The District agrees to furnish to the Board of Elections in a timely manner, any and all documents necessary for the Board of Elections to conduct said elections. The District, in accordance with O.C.G.A 21-2-224(e) shall be responsible for reviewing and certifying the District voter's list and notifying the Board of Elections of any coding errors in districts or challenge(s) to voter's qualifications. The District's counsel shall be legal counsel to the Board of Elections concerning District election matters, the cost shall be paid by the District.

2.

The Parties agree that any election shall be conducted in accordance with provisions of the Constitution of Georgia, the Georgia Election Code, Rules of the State Election Board and Georgia law affecting District elections, together with any future amendments.

3.

According to O.C.G.A. 21-2-70.1 and 21-2-380.1 the District hereby appoints Houston County Board of Elections as Election Superintendent and absentee ballot clerk for the District's elections. As such, all early voting will be conducted at Board of Elections, 801 Main Street, Perry, Georgia, and satellite locations, Houston Health Pavilion Conference Center and the Sonny Watson Health Sciences Building at Central Georgia Technical College.

4.

In accordance with O.C.G.A. 21-2-131 (1)(A), the District shall be responsible for fixing and publishing notice of an election and the qualifying fees for each office to be filled, if any, before February 1 of each year in which a District election is held and at least 35 days prior to any special election in which a District Board of Education seat is to be filled.

5.

If necessary, the District's Election Superintendent shall be responsible for candidate qualifying, accepting Notice of Candidacy and Affidavit along with receipt of qualifying fees. The location and dates of Qualifying will be set by separate agreement. Qualifying fees collected shall be the property of the District. In the event of a challenge to a candidate's qualifications the District's Elections Superintendent, in conjunction with counsel from the District's counsel, shall hear such challenge. In the event a lawsuit is filed, the District's counsel shall provide counsel and legal representation to the Board and its employees. The cost of such shall be paid by the District.

6.

The District's Election Superintendent, as qualifying officer pursuant to the Georgia Government Transparency and Campaign Finance Act of 2010, shall be responsible for notifying the Georgia Government Transparency and Campaign Finance Commission of qualified candidates and information so requested about such candidates. The Election Superintendent shall be responsible for performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all reports filed by the candidates/officials or committees in conjunction with any District Election. In the event of changes to the Act this contract may be amended.

7.

If required in the future, the District shall be responsible for submissions to the U.S. Department of Justice regarding changes in the election process including, but not limited to, redrawing of district lines and changes in voting equipment. The Board of Elections shall be responsible for submissions to the U.S. Department of Justice regarding changes in voting location(s). The current voting locations are the same as for county wide elections conducted by the Houston County Board of Elections. The District shall make said location available as necessary. The District shall be responsible for costs associated with the mailing of new voter ID cards and notifying voters of their new district and/or voting location (if applicable), O.C.G.A. 21-2-226 (e) and (g).

8.

The Board of Elections shall be responsible for providing election materials, securing of poll workers, contract workers and temporary workers as needed to facilitate the early voting, absentee voting and election process. The Board of Elections shall also be responsible for the logic and accuracy testing on the voting equipment to be used.

The District will be responsible for and shall pay all invoices and expenses directly which are incurred in the conduct of the election including, but not limited to, the cost of advertising, poll workers, poll worker training, contract/temporary labor for Logic and Accuracy (L&A) of Ballot Marking Device (BMD) and Poll Pads units, contract/temporary labor for early in person voting, mail absentee ballots, transportation of BMD units, Scanner Units, UPS units to and from polling location, programming, technical, and site support. In addition, the District shall reimburse to the County wages of full and part-time staff (not to exceed one week + Election Day), the District shall pay .075 cents per active voter to be divided equally between full-time employees directly to the staff, to include the Registration/Election Supervisor, for overtime and travel, for the time spent in the preparation for and conduct of the election(s). All invoices and expenses will be forwarded directly to the District for payment.

The District shall also be responsible for cost incurred for required training according to O.C.G.A. 21-2-100 (a) and (d).

In accordance with O.C.G.A. 21-2-285, in the event no election is held the District will pay only those costs associated up to the notice of election cancellation running in the legal organ of the county and certification to the Elections Division of the office of The Secretary of State.

9.

In accordance with O.C.G.A. 21-2-300(e) the District wishes to contract with the County and Board of Elections for the use of voting equipment, worker cards, technician keys. Once equipment passes Logic and Accuracy testing, any cost of repairs and shipping becomes the expense of the District.

10.

After the close of the polls, memory Cards and election supplies are to be transported to the Board of Elections office located in the Houston County Government Building, 801 Main Street, Perry. Votes will be tabulated and absentee ballots counted and entered into the Election Management server for accumulation. The server shall remain located at the Board of Elections office. Consolidation and certification of the election will take place at the Board of Elections office. A copy of the certification and election results will be forwarded to the District. The Board of Elections will also be responsible for the forwarding of documents and certification to the Elections division of the Office of the Secretary of State.

11.

The District agrees to cooperate with the County and the Board of Elections, their agents and employees regarding any claim(s) (including but not limited to, challenges, contests etc.) losses or expenses (including but not limited to, attorney fees and court fees) as related to the holding of the District's elections.



12.

The herein terms will apply to the 2021 election year only, expiring on December 31, 2021.

The District, the County and Board of Elections hereunto agree, this \_\_\_\_\_ day of February, 2021.

HOUSTON COUNTY SCHOOL DISTRICT/BOARD OF EDUCATION

By: \_\_\_\_\_  
Fred Wilson, Chairman

Attest: \_\_\_\_\_  
Dr. Mark Scott, Superintendent

HOUSTON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Tommy Stalnaker, Chairman

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Barry Holland, Director of Administration

Date: \_\_\_\_\_

HOUSTON COUNTY BOARD OF ELECTIONS

By: \_\_\_\_\_  
John Applegate, Chairman

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Debra Presswood,  
Registration/Election Supervisor

Date: \_\_\_\_\_

Wellston Associates Land Surveyors, LLC on behalf of MSAB, LLC submitted an Abandonment of County Easement/Right-of-Way Request Form requesting the abandonment of an existing 20-foot Drainage Easement that runs the length of the northwestern property line within the boundaries of Parcel 00056A 19A000 located at 400 Perry Parkway, Perry, GA 31069. Staff has reviewed the request and there are no objections.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the Resolution Abandoning a Houston County Drainage Easement approving Wellston Associates Land Surveyor, LLC's application on behalf of MSAB, LLC for abandonment of an existing 20-foot Drainage Easement that runs the length of the northwestern property line within the boundaries of Parcel 00056A 19A000 located at 400 Perry Parkway, Perry, GA 31069 and by approving the Resolution, also authorizing Chairman Stalnaker to sign the quit-claim deed conveying the easement rights.**

**RESOLUTION ABANDONING**

**A HOUSTON COUNTY**

**DRAINAGE EASEMENT**

**WHEREAS**, Wellston Associates Land Surveyors, LLC on behalf of MSAB, LLC submitted an Abandonment of County Easement/Right-of-Way Request Form requesting the abandonment of an existing 20' Drainage Easement that runs the length of the northwestern property line within the boundaries of Parcel 00056A 19A000 located at 400 Perry Parkway, Perry, GA 31069. The 20' Drainage Easement requested to be abandoned by Wellston Associates Land Surveyors, LLC is designated as "20' DRAINAGE EASEMENT" on a plat of survey dated September 7, 2020, prepared by Lee R. Jones, G.R.L.S. No. 2680, said plat is recorded at Plat Book 82, Page 12, Clerk's Office, Houston Superior Court and is attached hereto as Exhibit "A";

**WHEREAS**, the following departments of Houston County have reviewed and approved Wellston Associates Land Surveyors, LLC's request for easement abandonment: Inspections/P&Z, Engineering, Roads & Bridges, Water, Fire/E911, and Attorney as shown by the Request Form attached hereto as Exhibit "B"; and

**WHEREAS**, the Houston County Board of Commissioners have the authority to abandon said 20' Drainage Easement.

**NOW, THEREFORE, BE IT RESOLVED** by the Houston County Board of Commissioners that the 20' Drainage Easement that runs the length of the northwestern property

line within the boundaries of Parcel 00056A 19A000 located at 400 Perry Parkway, Perry, GA 31069 and designated as “20’ DRAINAGE EASEMENT” on a plat of survey dated September 7, 2020, prepared by Lee R. Jones, G.R.L.S. No. 2680 attached hereto as Exhibit “A”, is hereby abandoned by the Houston County Board of Commissioners by and through a Quit Claim Deed to be signed and recorded with the Clerk’s Office, Houston Superior Court pursuant to the signing of this resolution.

This 16<sup>th</sup> day of February 2021.

HOUSTON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman Tommy Stalnaker

\_\_\_\_\_  
Commissioner H. Jay Walker III

\_\_\_\_\_  
Commissioner Mark Byrd

\_\_\_\_\_  
Commissioner Gail Robinson

\_\_\_\_\_  
Commissioner Dan Perdue

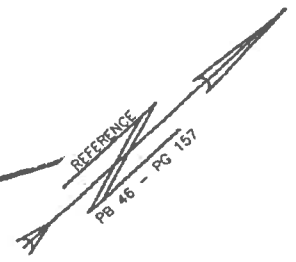
Attest: \_\_\_\_\_  
Barry Holland  
Director of Administration

Type: GEORGIA STANDARD PLATS  
Recorded: 9/16/2020 11:18:00 AM  
Fee Amt: \$10.00 Page 1 of 1  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk

Participant ID: 8055252261

BK 82 PG 12  
CLERK'S USE ONLY

Approved  
9/16/2020  
Houston County Planning Commission  
*[Signature]*  
Secretary



tabbles  
"A"  
EXHIBIT

NORTH PERRY PARKWAY  
150' R/W

480.02' TO THE EAST LINE  
OF LAND LOT 81

N 40°32'57"W 493.55'  
25' SLOPE & MAINT. EASE  
30' GAS EASE  
20' SAN SEW EASE

G. HAIR  
N 44°41'09"E 766.48'  
20' DRAINAGE EASEMENT

TRACT 'K' - 8.66 ACRES

S 14°46'43"E 259.23'  
LAND LOT 84  
LAND LOT 109  
SALTER  
N 83°41'13"E  
132.86'  
N 07°43'15"W  
15.60'  
N 81°21'19"E 267.09'

S 43°31'53"W 999.80'

HUNLEY

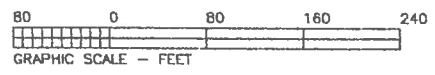
A=18.12'  
R=50.00'  
S35°43'57"E  
18.02'  
SPARROW ST  
60' R/W

THE UNDERSIGNED DOES CERTIFY THAT THEY ARE  
THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND  
HEREBY ACKNOWLEDGES THIS PLAT AND ALIGNMENT TO  
BE THEIR FREE ACT AND DEED.

DATE \_\_\_\_\_

CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION  
15-16-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR  
AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR  
RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS,  
SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS  
OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE  
GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT  
AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE  
UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES  
WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY  
SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS  
OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL  
ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN  
O.C.G.A. SECTION 15-6-67



SURVEY FOR

MSAB LLC

LAND LOTS 84 & 109 10TH DISTRICT  
HOUSTON COUNTY, GEORGIA  
SCALE 1"=80' SEPTEMBER 7, 2020  
JONES SURVEYING COMPANY  
PERRY, GEORGIA (478) 987-2705  
PLAT NUMBER = L-2430

## Houston County Board of Commissioners Abandonment of County Easement/Right-of-Way Request Form

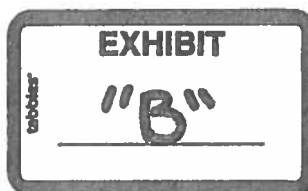
Attach a \$75.00 check payable to Houston County Commissioners and six (6) copies of a plat that identifies the easement/right-of-way you wish the County to abandon. Return this form to the Commissioner's Office for processing. The \$75.00 fee consist of the following: \$25.00 is the cost for processing and reviewing the request and \$50.00 will be used for the County to draft and record the appropriate quit-claim deed. The County will record all plats with the Clerk's office. If your request is denied, the plats will be returned along with \$50.00 of the original \$75.00 fee. Please provide the following information:

1. Name: Waldston Assoc. Land Surveyors  
 Address: 506 Origin Blvd, Ste 2  
Warner Robins, GA 31088  
 Phone Number: 478-955-8950
  
2. Location and Description of Property:  
Parcel 00056A 19A000  
400 Perry Parkway Perry, GA 31069
  
3. Reason for Request:  
20' Drainage Easement has not been constructed,  
and an existing metal Building has been  
built on said easement.

### For Office Use Only

Department	Approve	Deny	Signature/Comments
Inspections/P&Z	✓		<u>[Signature]</u>
Environmental Health			
Engineering	✓		<u>[Signature]</u>
Roads & Bridges	✓		<u>[Signature]</u>
Water	✓		<u>[Signature]</u>
Fire/E911	✓		<u>[Signature]</u>
Attorney	✓		<u>[Signature]</u>

Please review by ASAP. Scheduled for 2/10/21 agenda.



(Above space for recording officer use)  
Charge Houston County Board of Commissioners  
Return to Houston County Legal Department

## QUIT CLAIM DEED

STATE OF GEORGIA

COUNTY OF HOUSTON

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord Two Thousand Twenty-on between **HOUSTON COUNTY** of the County of Houston, State of Georgia, as party of the first part, hereinafter referred to as "Grantor" and **MSAB LLC**, as party of the second part, hereinafter referred to as "Grantee";

### WITNESSETH

That the Grantor, for and in consideration of ONE AND NO/100 DOLLARS, and other good and valuable consideration, the receipt and adequacy whereof is acknowledged, has bargained, sold and by these presents does remise, convey and forever QUIT-CLAIM to the Grantee, its successors and assigns, the following described easement:

**All that tract or parcel of land, situate lying and being in Land Lot 84 of the Tenth Land District of Houston County, Georgia, being known and designated as "20' DRAINAGE EASEMENT", as more fully shown on plat of survey prepared by Lee R. Jones, G.R.L.S. No. 2680, dated September 7, 2020 and a copy of which is recorded in Plat Book 82, Page 12, in the Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.**

**TO HAVE AND TO HOLD** the said described premises to the said Grantee, so that neither the said Grantor nor its successors or assigns, nor any other person or persons claiming under it shall at any time by any means or ways have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered  
in the presence:

Board of Commissioners  
of Houston County:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Tommy Stalnaker  
Title: Chairman

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Barry Holland  
Title: Director of Administration



The Governmental Accounting Standards Board (GASB) requires the County to have a bi-annual valuation performed on other post-employment benefits (OPEB) provided to our retirees. Much like our annual pension valuations, the OPEB valuation determines the true cost of providing health care and dental benefits to our retirees. These long-term costs are then reported in the County's annual audit.

Recently a new GASB 75 statement was released that now requires an interim, or roll-forward, report on the off-years. This report must be done by the actuary and is then utilized by our auditors to complete our financial statements.

Please consider this request to authorize the attached Memorandum of Participation with Cavanaugh Macdonald Consulting for actuarial services associated with our OPEB valuation.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the execution of a Memorandum of Participation (MOP) for an interim roll-forward GASB 75 report of the Other Post-Employment Benefits (OPEB) with Cavanaugh Macdonald Consulting, LLC of Kennesaw, GA in the amount of \$5,000.**

**2020 MEMORANDUM OF PARTICIPATION (MOP) FOR  
INTERIM (ROLL-FORWARD) GASB 75 REPORT OF THE  
OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

**ENTITY NAME:** \_\_\_\_\_  
**NAME OF PERSON TO RECEIVE REPORT:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_  
**PHONE #:** (    ) \_\_\_\_\_ **E-MAIL ADDRESS:** \_\_\_\_\_

On behalf of the Entity noted above, we agree to participate in the Joint Actuarial Study Program offered by Cavanaugh Macdonald Consulting, LLC.

I understand that **we will be billed directly by Cavanaugh Macdonald Consulting, LLC** and copies of the actuarial report will be sent electronically by Cavanaugh Macdonald Consulting. The fee for an interim GASB 75 report will be the same for all OPEB plans.

**GASB OPEB Interim Year Valuation: \$5,000 (All OPEB Plans)**

Interested employers must return this 2020 Memorandum of Participation indicating their desire to participate along with all requested data as outlined on the following page. The new standard requires a considerable amount of additional work. We need to receive **all requested information no later than March 15, 2021.**

\_\_\_\_\_  
Authorized Signature

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

If you have questions about the form, please contact **Chasmin Johnson** ([ChasminJ@CavMacConsulting.com](mailto:ChasminJ@CavMacConsulting.com)) at Cavanaugh Macdonald Consulting, LLC at (678) 388-1728.

**Mail form to:**  
**Cavanaugh Macdonald Consulting, LLC**  
**3550 Busbee Parkway, Suite 250, Kennesaw, Georgia 30144**  
**Or email electronic files to Chasmin Johnson at: [ChasminJ@CavMacConsulting.com](mailto:ChasminJ@CavMacConsulting.com)**

## INFORMATION COLLECTION SHEET FOR OTHER POST- EMPLOYMENT BENEFITS (OPEB)

ENTITY NAME: \_\_\_\_\_

Please provide a completed copy of this checklist with your submission to indicate the items being sent and the work being requested. This will help us verify receipt of all information and to be sure nothing was lost in transit.

**I. Indicate the work being requested through this agreement (choose all that apply):**

- June 30, 2020 GASB 75 valuation report which will provide information for June 30, 2021 disclosure. This report will use the 6/30/2019 OPEB valuation prepared by Cavanaugh Macdonald as the basis. Liabilities will be re-measured and rolled forward to 6/30/2020.
- Provide additional information related to a split of the liabilities, OPEB expense or proportionate share amounts for the component units. Additional fees will apply based on our hourly rates.

**II. Check the boxes below to indicate which items are included in this submission.** If multiple submissions are needed because some of the information is not immediately available, please provide an updated checklist with each submission.

- Executed 2020 Memorandum of Participation (MOP)
- Have the plan provisions changed since the prior valuation?  **Yes**  **No (choose one)** If yes, please provide the new plan provision information detailing the new OPEB benefit eligibility conditions. Please note, the roll forward method mentioned above may not be allowed. If this is the case, we will contact you regarding a full valuation. Normal variations in premium/costs is not considered a plan change for this purpose. A plan change would be a change to the eligibility requirements, or switching from one broad plan type to another (eg, PPO to HMO).
- What is the value of administrative cost to include in the OPEB expense? \$ \_\_\_\_\_. Please enter a value, even if the amount is \$0, and **do not leave blank**. Administrative Costs may include professional fees (trust fees, audit fees, actuarial fees, etc.), as well as, the cost of benefits and salaries associated with the administration of the OPEB plan, for the period July 1, 2019 through June 30, 2020. Note that if this amount has already been booked elsewhere, they should not be included again here.
- Claims and/or premiums paid for fiscal year ending June 30, 2020. We provided a template for your use in collecting this information as an attachment in the data request email. If the template is not fully completed, additional information may be requested and delays may occur.
- Does the employer plan to establish OPEB assets in qualified GASB OPEB funding vehicle by June 30, 20120  **Yes**  **No (choose one)**

Medical Examiner Dr. Sims-Stanley's contract is up for renewal. Both Coroner Danny Galpin and Houston Healthcare President & CEO Charles Briscoe have signed the renewal.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing the independent contractor agreement with Houston County Coroner Danny Galpin, Houston Healthcare, and Dr. Melissa A. Sims-Stanley providing for a local medical examiner to perform autopsies as required by the Coroner in the morgue at Houston Medical Center for deaths other than homicides and the deaths of children seventeen years of age and under. The agreement shall expire February 4, 2022 but may be renewed from year to year subject to an annual review of performance by the County, the Coroner and Houston Healthcare.**

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Danny Galpin, Houston County Coroner, (hereinafter referred to as "Coroner" and Houston Hospitals, Inc d/b/a Houston Healthcare, (hereinafter referred to as "HHC") and Doctor Melissa A. Sims-Stanley, Forensic Pathologist, (hereinafter referred to as "Contractor").

**WITNESSETH**

WHEREAS, the Parties enter this agreement to provide for a local medical examiner to perform autopsies as required by the Coroner for deaths other than homicides and the death of children seventeen and under; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, the Coroner is existing and operating under the laws and the Constitution of the State of Georgia and HHC is operating under the laws of the State of Georgia and its operating documents, all with full power to enter into contracts and agreement with other entities; and

WHEREAS, HHC will provide space in the Morgue located at Houston Medical Center in Warner Robins, Georgia, for the Contractor to perform her duties and will further provide a Diener to assist the Contractor in the performance of her duties; and

WHEREAS, Contractor is qualified to serve as the local medical examiner and has been approved by the State of Georgia Medical Examiner to provide the services required; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective forensic pathology through a local medical examiner.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statues and rules, Contractor agrees to provide the duties of a local medical examiner:

- (a) At the request of the Coroner in cases of adults eighteen years of age or older and in deaths not as a result of homicide.
- (b) Contractor will charge Nine Hundred dollars (\$900.00) per autopsy invoiced to the Coroner and payable through County funds;

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on February 5, 2021 and will end on February 4, 2022. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, the Coroner and HHC.

3. Payment:

- (a) The County agrees to pay Contractor the sum of \$900.00 per autopsy for the medical services performed during the term of this Agreement. Contractor will invoice the Coroner who will in turn invoice the County.
- (b) In providing the services required by this Agreement, Contractor will bear at his or her sole expense all normal office costs, such as and including, telephone, copy expenses, in-state travel, malpractice and other insurance, etc.
- (c) The Coroner shall pay HHC the amount of \$175.00 per autopsy for supplies and the Diener provided by HHC.

4. Duties: The Contractor agrees to the following duties:

- (a) Contractor acknowledges that she is serving the role as local medical examiner for Houston County and shall perform all such services in accordance with applicable statutes, and codes regarding professional responsibility.
- (b) The parties recognize that the assignment of an autopsy to Contractor is a matter entirely within the discretion of the Coroner.

5. Termination of Agreement: Any party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matters pending at the termination date, Contractor must complete those pending matters until the matter is finalized.

6. Independent Contractor Relationship: In her relationship with the County, Coroner and HHC for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County, the Coroner or HHC. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County, the Coroner or HHC or any of its agencies. The Contractor is and will remain an independent contractor in her relationship to the County, the Coroner and HHC. The County, the Coroner and HHC shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County, the Coroner or HHC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

7. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, the Coroner and HHC its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survive the termination of this Agreement and the dissolution or, to the extent allowed by law or the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

8. Contractor's Personnel: In providing the services required by this Agreement, Contractor will provide, at her own expense, if required by the Contractor all appropriate office and staff as necessary to provide competent services covered by this Agreement.

9. Insurance: Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Agreement. Such insurance policies shall include coverage for Workers Compensation and Malpractice/Professional Liability.

10. Severability: Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

11. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

12. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

13. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause.

14. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon her with respect to this Agreement or any service delivered in accordance herewith. The County, the Coroner or HHC makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

15. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

By: \_\_\_\_\_  
Title: Chairman

Attest: \_\_\_\_\_  
Title: Director of Administration

Sworn to and subscribed before me  
this 22<sup>nd</sup> day of Jan., 20 21.

[Signature]  
\_\_\_\_\_  
Notary Public

CONTRACTOR

[Signature]

Sworn to and subscribed before me  
this 27<sup>th</sup> day of Jan, 20 21.

[Signature]  
\_\_\_\_\_  
Notary Public  
My Comm. Expires April 18, 2023

HOUSTON HOSPITALS, INC.

By: [Signature]  
Title: President + CEO

Attest: [Signature]  
Title: Coordinator

Sworn to and subscribed before me  
this 22<sup>nd</sup> day of Jan., 20 21.

[Signature]  
\_\_\_\_\_  
Notary Public

CORONER

[Signature]  
Daniel L. Galpin

K THOMAS HALL  
Notary Public, Georgia  
HOUSTON COUNTY  
My Commission Expires  
December 3, 2023



# 6

Public Works has received a request from a property owner to extend the time period for leaving Houston Lake lowered for maintenance purposes. Currently, the approved time to close the sluice gate is Tuesday, February 16<sup>th</sup>. This request would allow for three additional days extending it to Friday, February 19<sup>th</sup>.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**extending the time period for leaving Houston Lake lowered from February 16<sup>th</sup> to February 19<sup>th</sup> to allow for the completion of a resident's ongoing maintenance project.**

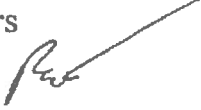


**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
(478) 987-4280 • Fax (478) 988-8007

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# Memo

To: Houston County Board of Commissioners  
From: Robbie Dunbar, Director of Operations   
Date: February 12, 2021  
Re: Extension of Time Period for Lowering Houston Lake

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The sluice gate for Houston Lake Dam is scheduled to be closed on Tuesday, February 16, 2021 to allow Houston Lake to return to its normal pool elevation. In recent days, we have received a request from a property owner to extend the time that the lake can remain at its current low elevation to allow for the completion of an ongoing maintenance project. Please consider this property owner's request to allow three (3) additional days for maintenance. If this request is approved, we plan to close the sluice gate on Friday, February 19, 2021.

Public Works staff is requesting approval for the replacement of the pump at the Sandefur Road Water Treatment Facility which would include rebuilding the old pump for use as a back-up and performance of maintenance on the pump system itself. The total cost of the work is \$51,435.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the award of the Water System Improvements at the Sandefur Road Water Treatment Facility to Greene's Water Wells, Inc. of Gray, Georgia in the amount of \$51,435. This project is paid for with Water Capital Funds.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
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## MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Brian Jones, Utility Engineer *BJ*

**Date:** Tuesday, February 9, 2021

**CC:** Robbie Dunbar, Director of Operations

**RE:** Maintenance for Sandefur Road pump

*OK, led*

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Please consider this request to hire Greene's Water Wells, Inc., to replace the pump for the Sandefur Road Water Treatment Facility, rebuild the old pump for use as a backup, and perform maintenance on the pump system. The single pump provides over 600,000,000 gallons per year and is critical for the residents of central Houston County. The pump was last replaced in 2012. The motor for the well was replaced in 2020, with the old motor being rebuilt and placed into storage as a backup. The total cost of the work is \$51,435.00.

Greene is a very reputable well contractor who has been servicing the Water Department pumps for over 30 years. Staff has reviewed costs for similar work in Houston County over the last 5 years and found it to be comparable and very reasonable. Time is of the essence for this work. Due to the upcoming pumping season and that the water production of the Sandefur Road pump is only surpassed by those at Piney Grove, makes this maintenance project critical.

Accompanying this memo is the letter from Greene's proposing the work. This project will be paid for using the Water Department capital funds. Thank you for your time and consideration of this request.



3535 Gray Highway  
Gray Georgia 31032-5119  
478-986-3192

December 18, 2020

Jeff Chandler  
Terry Mock  
Houston County Water System  
2018 Kings Chapel Road  
Perry, GA 31069  
Via Email: jchandler@houstoncountyga.org  
mockt@windstream.net

**RE: HOUSTON COUNTY  
SANDEFUR ROAD PUMP REPAIRS  
1500 GPM @ 340', TDH – 1200 RPM**

Jeff & Terry:

In researching our records for the referenced well I was reminded that the Peerless 14 MD 8-stage pump that we installed in 2001 was replaced in April May 2012 with a 14 MH 8-stage Hydro-Flo pump. It has full diameter Stainless Steel impellers, 10" stick – up with 1 11/16" 10 TPI shaft connection.

As requested the following proposal includes costs for the pump bowl replacement (2 options) and complete inspection of the entire vertical turbine pump assembly.

**Scope of work:**

- Mobilize 10-T Smeal Pump Hoist & Crew
- Disconnect the piping & electrical
- Remove 200 ft. of 10" x 1 11/16" water-lubricated column assembly, also inspect 30' of 8" suction pipe
- Disassemble & inspect pump
- Re-install pump & Start-up

**Sub-Total \$ 9,800.00**

**Shop Labor:**

- Clean & Straighten 200 ft of 1 11/16" lineshafting
- Replace all 2 1/2" x 1 11/16" rubber linshaft bearings
- Replace 1 11/16" x 5' headshaft
- Re-build packing box

**Sub-Total Shop Labor \$ 4,565.00**

**Total Labor \$14,365.00**

In addition we offer these options for the pump bowl:

<b>Option 1:</b>	Re-build the existing Hydro-Flo Pump	<b>\$ 12,610.00</b>
<b>Option 2:</b>	Replace with identical 12-MH-8 Hydro-Flo Pump.	<b>\$ 24,458.00</b>
<b>Option 3:</b>	Replace with a 14-MD-8 Peerless Pump (10 Week Delivery)	<b>\$ 41,410.00</b>

**NOTE:** Pump rebuilds are considered to include: Bearings, bowl shaft, and wear rings (Not Impellers)  
It would not include furnishing new components such as column pipe, lineshafts or any motor repair.

Also keep in mind that firm prices are determined after the pump assembly can be removed from service and completely inspected.

We appreciate the opportunity of submitting these estimated. Please advise if you have any questions.

Kindest regards,



Donald G. Greene  
Greene's Water Wells, Inc.

DGG/hd

Bids were solicited for the water system improvements to Bear Branch Road (from SR247 to Farr Road) with seven contractors responding. Pyles Plumbing & Utility Contracting is the low bidder at \$462,271. Both staff and our water system consultants Carter & Sloope agree that Pyles has the adequate experience as well as the technical and financial capabilities to complete this job.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the award of the Water System Improvements to Bear Branch Road project (from SR247 to Farr Road) to Pyles Plumbing & Utility Contracting, Inc. of Macon in the amount of \$462,271. This project is paid for with Water Capital Funds.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
(478) 987-4280 • Fax (478) 988-8007

# MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Brian Jones, Utility Engineer *BJ*

*OK*  
*[Signature]*

**Date:** Tuesday, January 26, 2021 – REVISED Tuesday, February 9, 2021

**CC:** Robbie Dunbar, Director of Operations

**RE:** Bid Recommendation for Water System Improvements to Bear Branch Road (from GA Hwy. 247 to Farr Road), Bid No. 21-13

Please consider this recommendation to award the construction of the above referenced project to **Pyles, Inc.** for a total of **\$462,271.00**. On January 14, 2021 at 11:00 a.m., Public Works received proposals from seven contractors for the project. Listed below is a summary of the results.

Name of Bidder	Amount of Bid
Gordy Construction Company	\$667,200.00
John R. Walker, Inc.	\$623,612.30
Low Tide Piping	\$666,652.00
Pyles, Inc.	\$462,271.00
Reynolds Construction	\$580,645.70
Turner Brothers, LLC	\$523,573.55
UWS, Inc.	\$686,442.70

On Monday, February 8, I met via Zoom with Craig Hoffman, Mark Barth, Ron Barfield and Kevin Pope to discuss this and other Water Department projects in the vicinity of the Frito Lay facility. Specifically, we covered planned changes for valves, mains and other water system appurtenances. The previous configuration was compared to the new arrangement and not found to change or reduce the ability of the Frito Lay facility with respect to its planned water use.

Accompanying this memo is the letter of recommendation by Carter & Sloope, and the Notice of Award. This project will be paid for using the Water Department capital funds. Thank you for your time and consideration of this matter.

BJ/hj





Carter & Sloope  
CONSULTING ENGINEERS

January 26, 2021

Mr. Robbie Dunbar  
Houston County Public Works  
2018 Kings Chapel Road  
Perry, GA 31069

SUBJECT: Houston County, Georgia  
Water System Improvements to Bear Branch Road  
(From GA HWY 247 to Farr Road)  
C&S Project No.: H9500.114

Dear Robbie:

As you are aware, bids were received and opened for the above subject project on January 14, 2021 at 11:00 a.m. A total of seven (7) responsive bids were received out of the nine (9) companies listed on the plan-holders list. Pyles Plumbing & Utility Contracting, Inc. (Pyles, Inc.) with a base bid of \$462,271.00 was determined to be the low bidder. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Pyles, Inc.	\$462,271.00	---
2. Turner Brothers, LLC	\$522,873.55	13.1%
3. Reynolds Construction	\$580,645.70	25.6%
4. JRW, Inc.	\$633,612.30	37.1%
5. Low Tide Piping	\$666,352.00	44.1%
6. Gordy Construction Company	\$667,200.00	44.3%
7. UWS, Inc.	\$686,442.70	48.5%

As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from Westfield Insurance Company, which is listed in the U.S. Treasury Circular #570. Westfield Insurance Company is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. Westfield Insurance Company has a current A.M. Best rating of "A" which meets the requirements of the contract documents.

After review, the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project and has successfully completed similar projects. **Carter & Sloope therefore recommends the project be awarded to Pyles Plumbing and Utility Contracting, Inc. at a Total Base Bid amount of \$462,271.00.**

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing four (4) copies of the Notice of Award, four (4) copies of the Agreement for this project. Please execute all four (4) copies of the Notice of Award and Agreement and return them to our office as soon as possible. A complete set of contract documents will be returned to you once all signatures have been obtained.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.

A handwritten signature in cursive script, appearing to read "Chad Sipe".

Chad Sipe, P.E.

Encl: Certified Bid Tabulation – 1 copy  
Notice of Award – 4 copies  
Agreement – 4 copies

Cc: Mr. Brian Jones, Houston County Public Works (w/ 1 copy of each)  
Mr. Riley Scarborough, Houston County Public Works (w/ 1 copy of each)  
Mr. Jeff Chandler, Houston County Public Works (w/ 1 copy of each)  
File (w/ 1 copy of each)

BID TABULATION FOR ALL BIDS  
 RECEIVED AT HOUSTON COUNTY PUBLIC WORKS OFFICE  
 ON JANUARY 14, 2021 AT 11:00 AM

Project: Water System Improvements to Serve Bear Branch Road  
 (From GA HWY 247 to Fair Road)  
 C&S Project No.: H9500 114

Pyles, Inc.  
 835 Hillcrest Industrial Blvd  
 Macon, GA 31210

Turner Brothers, LLC  
 P O Box 1247  
 Zebulon, GA 30295

Reynolds Construction  
 300 East Broad Street  
 Fairburn, GA 30213

JRW, Inc.  
 4039 I-475 Industrial Blvd  
 Macon, GA 31210

Low Tide Piping  
 P O Box 466  
 Wrightsville, GA 31096

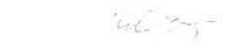
Gordy Construction Co.  
 2960 Smith Road  
 Fortson, GA 31808

UWS, Inc.  
 P O Box 516, 783 Tate Road  
 Trion, GA 30753

Item No	Description	Units	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>A. ROCK EXCAVATION AND REMOVAL</b>																	
1	Base Cost	CY	50	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
2	Permitt Cost	CY	50	\$ 0.00	\$ 0.00	\$ 20.00	\$ 1,000.00	\$ 0.00	\$ 0.00	\$ 10.00	\$ 500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 50.00	\$ 2,500.00
<b>B. SOIL EROSION &amp; SEDIMENT CONTROL</b>																	
3	Filter Sock Check Dams (Cd-Fs)	EA	12	\$ 100.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ 137.50	\$ 1,650.00	\$ 775.00	\$ 9,300.00	\$ 75.00	\$ 900.00	\$ 500.00	\$ 6,000.00	\$ 150.00	\$ 1,800.00
4	Permanent Grassing Complete including seeding, mulching, hydro-seeding, fine grading, fertilizing & all necessary appurtenances to establish an acceptable stand of grass	LF	2,779	\$ 1.75	\$ 4,863.25	\$ 1.50	\$ 4,168.50	\$ 1.45	\$ 4,029.55	\$ 1.00	\$ 2,779.00	\$ 0.84	\$ 2,334.36	\$ 2.00	\$ 5,558.00	\$ 3.00	\$ 8,337.00
<b>C. WATER DISTRIBUTION</b>																	
5	16" DIP- Class 250	LF	1,850	\$ 76.00	\$ 140,600.00	\$ 69.00	\$ 127,650.00	\$ 97.76	\$ 180,856.00	\$ 104.35	\$ 193,047.50	\$ 89.66	\$ 165,871.00	\$ 80.00	\$ 148,000.00	\$ 118.90	\$ 219,965.00
6	16" DIP w/Restrained Joints - Class 250	LF	929	\$ 92.00	\$ 85,468.00	\$ 85.00	\$ 78,965.00	\$ 116.85	\$ 108,553.65	\$ 121.70	\$ 113,059.30	\$ 115.48	\$ 107,280.92	\$ 95.00	\$ 88,255.00	\$ 139.70	\$ 129,781.30
7	2" P.V.C. (Class 200-SDR 21)	LF	10	\$ 10.00	\$ 100.00	\$ 20.00	\$ 200.00	\$ 22.68	\$ 226.80	\$ 32.00	\$ 320.00	\$ 13.43	\$ 134.30	\$ 16.00	\$ 160.00	\$ 100.00	\$ 1,000.00
8	6" Anchor Coupling	EA	4	\$ 240.00	\$ 960.00	\$ 139.00	\$ 556.00	\$ 168.74	\$ 674.96	\$ 450.00	\$ 1,800.00	\$ 403.63	\$ 1,614.52	\$ 400.00	\$ 1,600.00	\$ 100.00	\$ 400.00
9	6" Gate Valve w/Box	EA	4	\$ 1,080.00	\$ 4,320.00	\$ 920.00	\$ 3,680.00	\$ 899.49	\$ 3,597.96	\$ 1,235.00	\$ 4,940.00	\$ 1,003.71	\$ 4,014.84	\$ 1,140.00	\$ 4,560.00	\$ 1,000.00	\$ 4,000.00
10	16" Gate Valve w/Box	EA	4	\$ 8,030.00	\$ 32,120.00	\$ 7,590.00	\$ 30,360.00	\$ 8,463.13	\$ 33,852.52	\$ 8,653.00	\$ 34,612.00	\$ 6,464.65	\$ 25,858.60	\$ 8,000.00	\$ 32,000.00	\$ 6,000.00	\$ 24,000.00
11	16"x2" Tapping Saddle w/ Valve (Square Nut Only)	EA	1	\$ 650.00	\$ 650.00	\$ 3,000.00	\$ 3,000.00	\$ 1,302.06	\$ 1,302.06	\$ 13,035.00	\$ 13,035.00	\$ 703.29	\$ 703.29	\$ 2,500.00	\$ 2,500.00	\$ 1,750.00	\$ 1,750.00
12	8"x2" Tapping Saddle w/ Valve (Square Nut Only)	EA	1	\$ 500.00	\$ 500.00	\$ 2,250.00	\$ 2,250.00	\$ 3,030.59	\$ 3,030.59	\$ 2,953.00	\$ 2,953.00	\$ 996.95	\$ 996.95	\$ 1,400.00	\$ 1,400.00	\$ 1,750.00	\$ 1,750.00
13	3-Way Fire Hydrant	EA	4	\$ 2,740.00	\$ 10,960.00	\$ 4,500.00	\$ 18,000.00	\$ 3,577.19	\$ 14,308.76	\$ 4,100.00	\$ 16,400.00	\$ 3,166.35	\$ 12,665.40	\$ 3,600.00	\$ 14,400.00	\$ 8,000.00	\$ 32,000.00
14	DI Fittings (Domestic Only - Compact Weight including MJ, RJ)	LBS	4,100	\$ 4.50	\$ 18,450.00	\$ 7.00	\$ 28,700.00	\$ 9.33	\$ 38,253.00	\$ 4.95	\$ 20,295.00	\$ 7.00	\$ 28,700.00	\$ 15.00	\$ 61,500.00	\$ 0.01	\$ 41.00
15	Concrete Valve Post Markers	EA	4	\$ 75.00	\$ 300.00	\$ 25.00	\$ 100.00	\$ 100.28	\$ 401.12	\$ 75.00	\$ 300.00	\$ 107.66	\$ 430.64	\$ 70.00	\$ 280.00	\$ 100.00	\$ 400.00
16	Concrete Valve Pad Collars	EA	8	\$ 50.00	\$ 400.00	\$ 25.00	\$ 200.00	\$ 146.94	\$ 1,175.52	\$ 75.00	\$ 600.00	\$ 92.82	\$ 742.56	\$ 35.00	\$ 280.00	\$ 100.00	\$ 800.00
17	Jack & Bore- 24" Steel Casing (0.375" WT)- Thru Soil	LF	230	\$ 380.00	\$ 87,400.00	\$ 387.00	\$ 89,010.00	\$ 337.50	\$ 77,625.00	\$ 295.00	\$ 67,850.00	\$ 419.36	\$ 96,452.80	\$ 425.00	\$ 97,750.00	\$ 544.58	\$ 125,253.40
18	Jack & Bore- 24" Steel Casing (0.375" WT)- Thru Consolidated Rock	LF	100	\$ 0.00	\$ 0.00	\$ 550.00	\$ 55,000.00	\$ 1.00	\$ 100.00	\$ 10.00	\$ 1,000.00	\$ 721.00	\$ 72,100.00	\$ 925.00	\$ 92,500.00	\$ 400.00	\$ 40,000.00
19	Railroad Crossing-NSCE- & Compliance	LS	1	\$ 3,002.90	\$ 3,002.90	\$ 3,000.00	\$ 3,000.00	\$ 8,507.59	\$ 8,507.59	\$ 28,724.00	\$ 28,724.00	\$ 59,500.00	\$ 59,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
20	Install +/- 285 LF of Flowable Fill in 16" Water Main (See Sheet 4)	LS	1	\$ 4,450.00	\$ 4,450.00	\$ 5,415.00	\$ 5,415.00	\$ 8,201.79	\$ 8,201.79	\$ 14,327.00	\$ 14,327.00	\$ 4,135.00	\$ 4,135.00	\$ 5,600.00	\$ 5,600.00	\$ 5,000.00	\$ 5,000.00
21	Water Line Marker Sign	EA	2	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 669.22	\$ 1,338.44	\$ 75.00	\$ 150.00	\$ 195.14	\$ 390.28	\$ 70.00	\$ 140.00	\$ 100.00	\$ 200.00
22	Cut-in & Tie to Existing 16" Water Main (See Sheet 2)	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 6,995.21	\$ 6,995.21	\$ 4,950.00	\$ 4,950.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00
23	Cut-in & Tie to Existing 2" Water Main (See Sheet 3)	EA	1	\$ 900.00	\$ 900.00	\$ 2,500.00	\$ 2,500.00	\$ 2,331.73	\$ 2,331.73	\$ 2,450.00	\$ 2,450.00	\$ 3,500.00	\$ 3,500.00	\$ 2,550.00	\$ 2,550.00	\$ 2,500.00	\$ 2,500.00
24	Hydrant Extension	VF	6	\$ 609.00	\$ 3,654.00	\$ 350.00	\$ 2,100.00	\$ 455.00	\$ 2,730.00	\$ 950.00	\$ 5,700.00	\$ 674.29	\$ 4,045.74	\$ 485.00	\$ 2,910.00	\$ 100.00	\$ 600.00
25	Cut and Cap Existing 2" Water Main	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,965.64	\$ 1,965.64	\$ 2,450.00	\$ 2,450.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
26	Cut and Cap Existing 16" Water Main	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,314.98	\$ 2,629.96	\$ 4,950.00	\$ 9,900.00	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,750.00	\$ 3,500.00
27	Remove Plug and Tie to 16" Gate Valve (See Sheet 3 & 4)	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 932.69	\$ 1,865.38	\$ 4,950.00	\$ 9,900.00	\$ 2,000.00	\$ 4,000.00	\$ 5,500.00	\$ 11,000.00	\$ 1,750.00	\$ 3,500.00
28	Remove and Replace 18" RCP	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,800.00	\$ 1,800.00	\$ 3,543.45	\$ 3,543.45	\$ 3,750.00	\$ 3,750.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00
29	Transfer Existing Service to New Main	EA	10	\$ 950.00	\$ 9,500.00	\$ 1,200.00	\$ 12,000.00	\$ 1,481.06	\$ 14,810.60	\$ 1,850.00	\$ 18,500.00	\$ 900.00	\$ 9,000.00	\$ 1,700.00	\$ 17,000.00	\$ 750.00	\$ 7,500.00
30	1" Service Tubing	LF	150	\$ 8.00	\$ 1,200.00	\$ 9.00	\$ 1,350.00	\$ 28.93	\$ 4,339.50	\$ 1.65	\$ 247.50	\$ 12.00	\$ 1,800.00	\$ 11.00	\$ 1,650.00	\$ 1.00	\$ 150.00
31	Remove Existing Fire Hydrant	EA	3	\$ 350.00	\$ 1,050.00	\$ 1,500.00	\$ 4,500.00	\$ 1,753.78	\$ 5,261.34	\$ 750.00	\$ 2,250.00	\$ 1,048.35	\$ 3,145.05	\$ 750.00	\$ 2,250.00	\$ 100.00	\$ 300.00
<b>D. MISCELLANEOUS WORK ITEMS</b>																	
32	Gravel Replacement	LF	84	\$ 7.50	\$ 630.00	\$ 15.00	\$ 1,260.00	\$ 77.00	\$ 6,468.00	\$ 13.50	\$ 1,134.00	\$ 15.00	\$ 1,260.00	\$ 20.00	\$ 1,680.00	\$ 15.00	\$ 1,260.00
33	Class "A" Pavement Replacement	SF	353	\$ 7.25	\$ 2,559.25	\$ 3.85	\$ 1,359.05	\$ 7.98	\$ 2,816.94	\$ 15.00	\$ 5,295.00	\$ 11.75	\$ 4,147.75	\$ 15.00	\$ 5,295.00	\$ 25.00	\$ 8,825.00
34	2" Asphalt Overlay	SF	804	\$ 4.40	\$ 3,537.60	\$ 4.10	\$ 3,300.00	\$ 6.16	\$ 4,952.64	\$ 11.00	\$ 8,844.00	\$ 7.00	\$ 5,628.00	\$ 8.00	\$ 6,432.00	\$ 20.00	\$ 16,080.00
35	Supplemental Work Additions (SWA) - If needed, as directed by Owner	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
<b>TOTAL BASE BID:</b>					\$ 462,271.00	\$ 522,873.35	\$ 580,645.70	\$ 633,612.30	\$ 666,352.00	\$ 667,200.00	\$ 686,442.70						

Due to omissions and multiplication errors for line items 20, 24, 27, and 34, Turner Brothers, LLC bid was revised from \$521,571.55 to \$522,873.35.

I hereby certify that this Bid Tabulation is a true and accurate representation of all proposals received on January 14, 2021 at 11:00 AM.



Chad Sipe PE#11298

For many years the County has bid out the joint Local Maintenance and Improvements Grant (LMIG) projects for Houston County and other surrounding entities. Doing so allows for the consolidation of all LMIG road projects so that each entity receives the best pricing.

The attached Memorandum of Agreement has been executed by each of the other entities and now requires County approval. As the next step in the process Houston County would bid all projects together and subsequently award to the lowest most responsible bidder.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

- approve**
- disapprove**
- table**
- authorize**

**Chairman Stalnaker signing the Memorandum of Agreement with Warner Robins, Perry, Centerville, and Byron concerning the 2021 LMIG road resurfacing and repair projects.**

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, dated as of \_\_\_\_\_, 2021, made and entered into by and between the Houston County Board of Commissioners on behalf of Houston County, Georgia (“Houston County”), a political subdivision of the State of Georgia; City of Warner Robins, Georgia, a municipal Corporation of the State of Georgia (Warner Robins); City of Centerville, Georgia, a municipal corporation of the State of Georgia (Centerville); City of Perry, Georgia a municipal corporation of the State of Georgia (Perry); ~~City of Hawkinsville, Georgia, a municipal corporation of the State of Georgia (Hawkinsville); Pulaski County Board of Commissioners on behalf of Pulaski County, Georgia (Pulaski County) a political subdivision of the State of Georgia; Dooley County Board of Commissioners on behalf of Dooley County, Georgia (Dooley County) a political subdivision of the State of Georgia and~~ City of Byron, Georgia, a municipal corporation of the State of Georgia (Byron).

### WITNESSETH:

**WHEREAS**, the parties herein recognize the importance of road improvements in their various jurisdictions; and

**WHEREAS**, the State of Georgia through the Georgia Department of Transportation makes available to local jurisdictions Local Maintenance and Improvement Grants (LMIG) to pave and repair roads in local jurisdictions; and

**WHEREAS**, in order to secure the best price for the work to be done with LMIG funds Houston County, Warner Robins, Centerville, Perry, ~~Hawkinsville, Pulaski County, Dooley County~~ and Byron would agree that all projects for the aforesaid jurisdictions would be bid together and awarded to the lowest bidder;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1. Houston County agrees to bid all of the projects for Houston County, Warner Robins, Centerville, Perry, ~~Hawkinsville, Pulaski County, Dooly County~~ and Byron.

2. Within sixty (60) days of the selection of a low bidder each of the Parties herein will execute a contract with the low bidder based on the unit costs received in the bid process.

3. Failure by any of the Parties to execute a contract with the low bidder within the aforesaid sixty (60) days will result in a breach of this Agreement.

4. Each Party to this Agreement maintains the jurisdiction and control of each of their respective roads and right-of-way.

5. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

**IN WITNESS WHEREOF**, Houston County, Warner Robins, Centerville, Perry, ~~Hawkinsville, Pulaski County, Dooly County~~ and Byron have caused this Agreement to be executed in their respective seals to be hereunto affixed and attested by their duly authorized officers.

**BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY, GEORGIA**

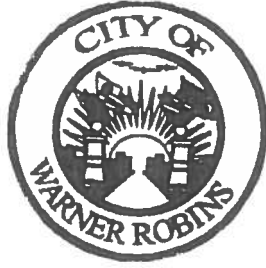
By: \_\_\_\_\_  
Tommy Stalnaker, Chairman

[COUNTY SEAL]

Attest: \_\_\_\_\_  
Barry Holland, Director of  
Administration

**CITY OF WARNER ROBINS, GEORGIA**

[SEAL]



By: *Rady 102*  
Mayor

Attest: *W. Stella*  
City Clerk

**BOARD OF COMMISSIONERS OF  
PULASKI COUNTY, GEORGIA**

[COUNTY SEAL]

By: Opted out of agreement  
Sole Commissioner

See 2/3/2021 Letter Attached

Attest: \_\_\_\_\_  
Clerk

**CITY OF CENTERVILLE, GEORGIA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**CITY OF PERRY, GEORGIA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**CITY OF WARNER ROBINS, GEORGIA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**BOARD OF COMMISSIONERS OF  
PULASKI COUNTY, GEORGIA**

[COUNTY SEAL]

By: Opted out of agreement  
Sole Commissioner

See 2/3/2021 Letter Attached

Attest: \_\_\_\_\_  
Clerk

**CITY OF CENTERVILLE, GEORGIA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**CITY OF PERRY, GEORGIA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk



**CITY OF WARNER ROBINS, GEORGIA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**BOARD OF COMMISSIONERS OF  
PULASKI COUNTY, GEORGIA**

[COUNTY SEAL]

By: Opted out of agreement  
Sole Commissioner

See 2/3/2021 Letter Attached

Attest: \_\_\_\_\_  
Clerk

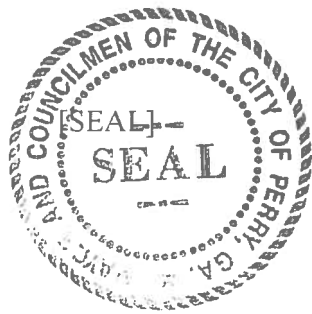
**CITY OF CENTERVILLE, GEORGIA**

[SEAL]

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**CITY OF PERRY, GEORGIA**



By: [Signature]  
Mayor

Attest: [Signature]  
City Clerk

**CITY OF HAWKINSVILLE, GEORGIA**

[SEAL]

By: Opted out of agreement  
Mayor

See 2/3/2021 Letter Attached

Attest: \_\_\_\_\_  
City Clerk

**BOARD OF COMMISSIONERS OF  
DOOLY COUNTY, GEORGIA**

[COUNTY SEAL]

By: Opted out of agreement  
Chairman

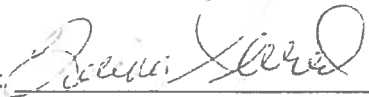
See 12/23/2020 letter attached

Attest: \_\_\_\_\_  
County Administrator

**CITY OF BYRON, GEORGIA**

[SEAL]

By:   
Mayor

Attest:   
City Clerk

**JENNA S. MASHBURN — SOLE COUNTY COMMISSIONER**

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Pulaski County Courthouse Annex ~ 45 S. Lumpkin St. ~ P. O. Box 29 ~ Hawkinsville, Ga. 31036 ~ (478) 783-4154

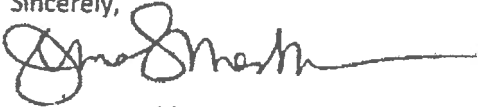
February 3, 2021

Houston County Board of Commissioners  
Attn: Chairman Tommy Stalnaker  
200 Carl Vinson Parkway  
Warner Robins, GA 31088

Dear Chairman Stalnaker,

Please accept this letter as notification of Pulaski County's withdrawal from the Joint LMIG program. We feel it will be more beneficial to partner with communities that are more closely aligned with our population size in order to better serve our paving needs. We appreciate your partnership under this program in previous years and look forward to the possibility of working with you on future endeavors for the good of our area. If I can be of assistance or answer any questions please do not hesitate to contact me at my office.

Sincerely,



Jenna S. Mashburn  
Pulaski County Commissioner



*Pulaski County*  
COME HOME



# City of Hawkinsville

96 Broad Street ~ P.O. Box 120 ~ Hawkinsville, GA 31036  
Office: (478) 892-3240 ~ Fax: (478) 783-1699

February 3, 2021

Houston County Board of Commissioners  
Attn: Chairman Tommy Stalnaker  
200 Carl Vinson Parkway  
Warner Robins, GA 31088

Dear Chairman Stalnaker,

Please accept this letter as notification of the City of Hawkinsville's withdrawal from the Joint LMIG program. The City believes it will be more beneficial to partner with communities that are more aligned with our population size to serve our paving needs. We appreciate the past partnership under this program. If I can answer any questions please do not hesitate to contact me at my office.

Respectfully yours,

Sara Myers  
City Manager  
City of Hawkinsville

# *Dooly County Commissioners*

113 N. THIRD STREET | ROOM #1 | VIENNA, GA 31092  
229-268-4228 PHONE \ 229-268-4230 FAX  
[www.doolycountyga.com](http://www.doolycountyga.com)

*District 1: Tony Lester, Commissioner*  
*District 2: Terrell Hudson, Chairman*  
*District 3: Eugene Cason, Commissioner*  
*District 4: Harry Ward, Commissioner*  
*District 5: David Barron, Vice-Chairman*

*Administrator: Stephen C. Sanders*  
*County Attorney: William H. Gregory II*  
*County Clerk: Linda Woodson*

December 23, 2020

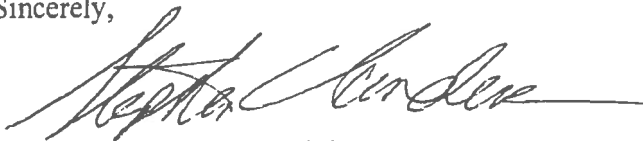
Chairman Tommy Stalnaker  
Houston County Commissioners  
200 Carl Vinson Parkway  
Warner Robins, GA 31088

Re: 2021 Joint LMIG

Dear Chairman Stalnaker:

Dooly County has benefited by participating in the Joint LMIG Project for the last several years. Unfortunately, we will not be able to participate in this program for 2021. We utilize a combination of asphalt/surface treatment in our pavement resurfacing projects and it is our understanding that participants are requested to submit asphalt only projects for 2021. We certainly appreciate the opportunity to have been a part of the Joint LMIG for the last several years.

Sincerely,



Stephen C. Sanders, Administrator

# 10

This underground right of way easement with Flint EMC allows for the installation of the power line that will service the new Houston County Government Building complex currently under construction on Kings Chapel Road.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing the underground right of way easement with Flint Electric Membership Corporation as depicted on Exhibit "A" and as described on Exhibit "B" for the underground power line to service the new Houston County Government Building complex on Kings Chapel Road.**

Return to:  
Flint EMC  
Attn: Easement Coordinator  
P.O. Box 308  
Reynolds, GA 31076-0308

## UNDERGROUND RIGHT OF WAY EASEMENT

STATE OF GEORGIA

Work Order 197929

COUNTY OF HOUSTON

Map 325-01

THIS AGREEMENT, made this \_\_\_\_\_ day of FEBRUARY, 2021, between HOUSTON COUNTY BOARD OF COMMISSIONERS, of the State of Georgia, County of Houston, whose address is 200 CARL VINSON PARKWAY, WARNER ROBINS, GA 31088, Party of the First Part (hereinafter called "Owner"), and FLINT ELECTRIC MEMBERSHIP CORPORATION, a Georgia Corporation, Party of the Second Part (hereinafter referred to as "Flint EMC").

### WITNESSETH:

That the said Party of the First Part, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in hand paid at and before the sealing and delivery of these presents, Owner has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell and convey unto said Flint EMC, its successors and assigns, an easement and right of way to serve property of the Owner or other members of Flint EMC. The easement is generally depicted on Exhibit "A" and is more particularly described on Exhibit "B" attached hereto. Exhibits "A" and "B" are incorporated herein and made a part hereof for all purposes.

Said easement to be used to lay, construct, operate and maintain an electric transmission and/or distribution line or system under the above described lands for the transmission and distribution of electric power, including all wires, cables, handholds, manholes, transformers, transformer enclosures, concrete pads, connection boxes,

ground connections, attachments, equipment, accessories and appurtenances necessary and desirable in connection therewith all of which are hereafter referred to as "Facilities". Transformers and associated equipment may be above ground.

The Facilities erected hereunder shall remain the property of Flint EMC and Flint EMC shall have the right to inspect, rebuild, repair, remove, improve and make such changes, alterations, substitutions and additions in and to its facilities as Flint EMC may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures.

Flint EMC shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions and to cut, trim and control the growth by chemical means machinery or otherwise of trees and shrubbery located within ten (10) feet of the center line for underground construction **and, to cut and remove any tree or trees ("Danger Tree(s)") outside the right of way area which, in the opinion of Flint EMC or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system.** The right conferred herein grants to Flint EMC the right to control vegetation that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed). All trees and limbs cut by Flint EMC at any time shall remain the property of the Owner. **As used herein, a Danger Tree is a tree whose height plus five feet is equal to or greater than the distance from the base thereof to a point on the ground directly adjacent to the nearest portion of the line or system.** Flint EMC shall have the right to enter Owners premises, outside of the defined easement, to have access to Danger Trees and the same shall not constitute a trespass, forcible entry, detainer or other tort.

Flint EMC shall not be liable for, nor bound by, any statement, agreement, or understanding not herein expressed. The undersigned warrant(s) title to the property herein affected with the understanding that Flint EMC is relying upon said warranty in obtaining this easement.

Owner, his successors and assigns may use the land within the easement for any purpose not inconsistent with the right hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Flint EMC's facilities.

For the purpose of constructing, inspecting, maintaining or operation of its facilities, Flint EMC shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public and private roads and the easement, such right to be exercised in such manner as shall occasion



the least practicable damage and inconvenience to Owner.

It is specifically agreed that where there is a reference to Owner, the same shall be construed to include the heirs, representatives, successors and assigns, either voluntary or by act of the Parties or involuntary by operation of the law of the same, and shall be held to include the plural if there should be more than one, and shall also include the masculine and feminine sex.

TO HAVE AND TO HOLD the said bargained right of way and easement, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the proper use, benefit and in behalf of Flint EMC, its successors and assigns.

Owner will warrant and forever defend the right and title to the above described easement and right of way unto Flint EMC against the lawful claims of Owner and others claiming by, through or under Owner.

IN WITNESS WHEREOF, the said Owner has hereunto set his hand and affixed his seal and delivered these presents, the day and year above written.

**OWNER: HOUSTON COUNTY  
BOARD OF COMMISSIONERS**

ATTEST :( if necessary)

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_  
[NOTARIAL SEAL]

**EXHIBIT "A"**

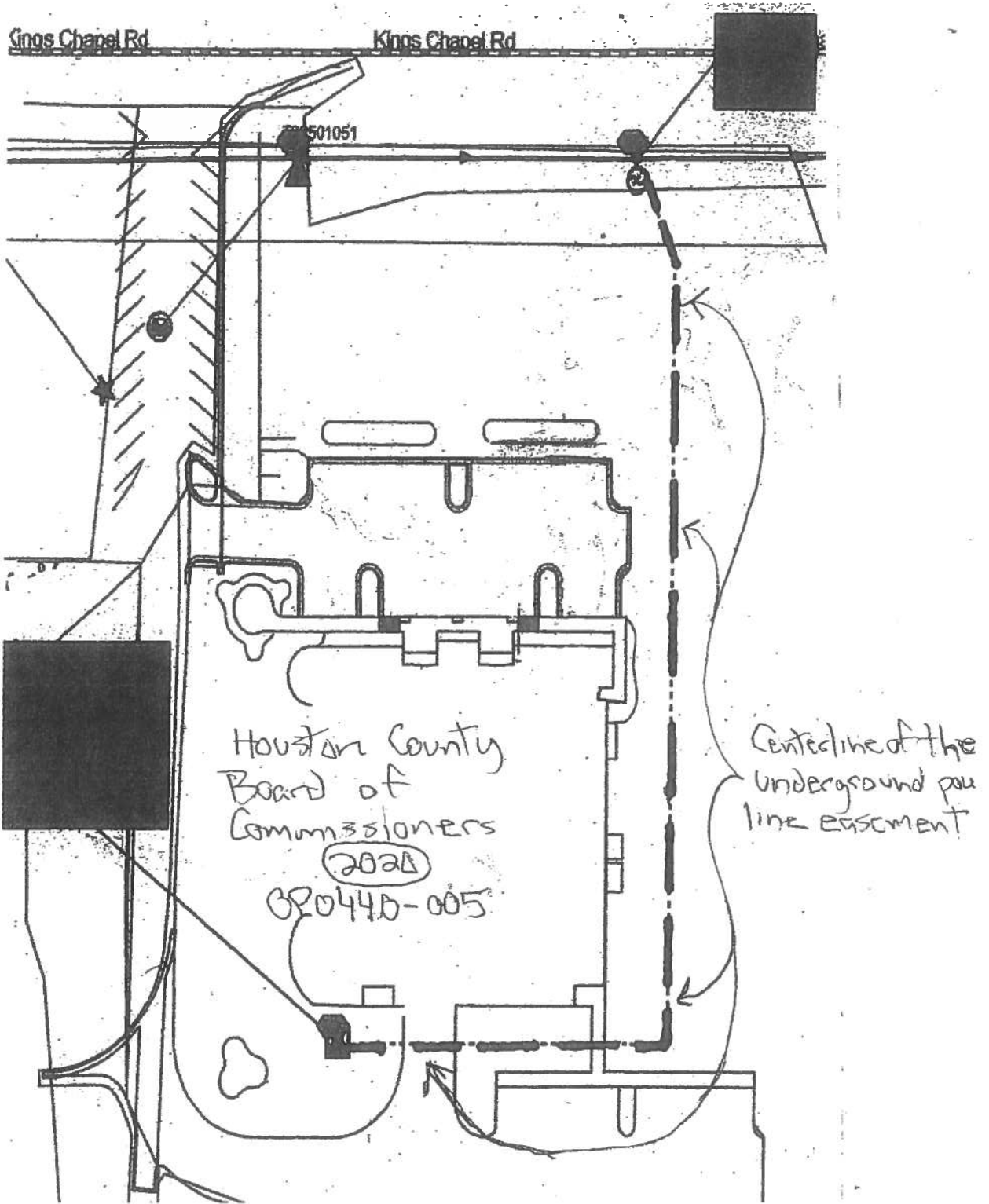


EXHIBIT "B"

All that tract or parcel of land containing 224.74 acres by actual survey, lying and being on the public road leading from Perry, Georgia to the W. R. Day Place about two miles east from the town of Perry, in the 10<sup>th</sup> District of Houston County, Georgia, having such shapes, notes, courses and distances as will more fully appear by reference to a plat thereof made by C. F. Vance, C. S. Surveyor, on the 30<sup>th</sup> day of December 1920, which is recorded in the office of the Clerk of the Superior Court for Houston County, in Map Book, page 136. Said land being bounded on the north by the Public Road East of lands of King Estate and J. P. Etheridge; fronted by lands of J. P. Etheridge and Mrs. C. D. Hegg, and on the west by lands of Mrs. E. A. King. Being the same land conveyed by J. P. Cooper to A. G. Ralston as of record in deed Book 27, page 464, Clerk's Office Houston Superior Court.

This deed given subject to a certain security deed, given by said first parties to the Federal Land Bank and recorded in deed book 43, page 166, Clerk's Office Houston Superior Court, which said second parties agree to assume and pay.

The easement conveyed hereby is a portion of the property described above, as shown on EXHIBIT "A" and is more particularly described as follows:

Commence at the intersection of the south right-of-way of Kings Chapel Road and the west right-of-way of Perry Parkway;

Thence proceed in a West direction along the south right-of-way of Kings Chapel Road about 800 feet, more or less, to a point in the south right-of-way of Kings Chapel Road, which is the POINT OF BEGINNING;

Said POINT OF BEGINNING shall be the centerline of the easement; thence proceed in a South direction about 380 feet, more or less, to a point, thence proceed in a West direction about 150 feet, more or less to a point, said easement shall be 20 feet of even width (10 feet either side of centerline).

Subject property is more commonly known as:

2020 Kings Chapel Road  
Perry, GA 31069  
Tax Parcel 0P0440 005

Board Appointments (Hospital Authority)

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the appointment of Dan Perdue and the re-appointment of Gail Robinson to the Hospital Authority both for the term of January 1, 2021 to December 31, 2024.**

# 12

## Summary of bills by fund:

• General Fund (100)	\$ 275,446.86
• Emergency 911 Telephone Fund (215)	\$ 9,839.96
• Fire District Fund (270)	\$ 6,583.23
• 2006 SPLOST Fund (320)	\$ 641.15
• 2012 SPLOST Fund (320)	\$ 197,107.21
• 2018 SPLOST Fund (320)	\$ 93,393.01
• Water Fund (505)	\$ 364,095.58
• Solid Waste Fund (540)	<u>\$ 260,993.00</u>
Total for all Funds	\$1,208,100.00

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,208,100.00